

# **EXHIBIT D**

<b>Buyer:</b> DELPHI THERMAL & INTERIOR SYSTEMS 200 UPPER MOUNTAIN RD LOCKPORT NY 14094	<b>Requirements Contract</b> <table> <tr> <td>PO Number</td> <td>Date Issued</td> </tr> <tr> <td>550056783</td> <td>29-Jun-2004</td> </tr> <tr> <td>Version</td> <td></td> </tr> <tr> <td>01-Oct-2005 10:34:54</td> <td></td> </tr> </table>	PO Number	Date Issued	550056783	29-Jun-2004	Version		01-Oct-2005 10:34:54	
PO Number	Date Issued								
550056783	29-Jun-2004								
Version									
01-Oct-2005 10:34:54									
<b>Deliver to:</b> DELPHI THERMAL KETTERING 3535 South Kettering Blvd. MORaine OH 45439									
SENSUS PRECISION DIE CASTING INC 232 HOPKINSVILLE RD RUSSELLVILLE KY 42276	Vendor No: 1010998 DUNS No: 114371862								
	<b>Payment Terms:</b> ZMN2 <b>Currency:</b> USD Payment settled on 2nd, 2nd Month								
	<b>Incoterms:</b> FOB-FREIGHT COLLECT								

Item No.	Material No. Description	Plant																		
00030	6559618 Head-Rear, Casting	J301 DELPHI T & I KETTERING																		
SEPTEMBER 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC																				
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>18-Sep-2005</td><td>31-Dec-2006</td><td>USD</td><td>3,426.00</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	18-Sep-2005	31-Dec-2006	USD	3,426.00	1,000	PC							
Valid From	Valid To	Currency	Price	Price Unit	UOM															
18-Sep-2005	31-Dec-2006	USD	3,426.00	1,000	PC															
This Requirement Contract is for 100% unless otherwise specified.																				
00040	6559709 Head-Rear, Casting	J301 DELPHI T & I KETTERING																		
OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC																				
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>18-Sep-2005</td><td>30-Sep-2005</td><td>USD</td><td>3,184.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Oct-2005</td><td>31-Dec-2006</td><td>USD</td><td>3,271.00</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	18-Sep-2005	30-Sep-2005	USD	3,184.00	1,000	PC	01-Oct-2005	31-Dec-2006	USD	3,271.00	1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM															
18-Sep-2005	30-Sep-2005	USD	3,184.00	1,000	PC															
01-Oct-2005	31-Dec-2006	USD	3,271.00	1,000	PC															
This Requirement Contract is for 100% unless otherwise specified.																				
00010	6559733 Head-Rear, Casting	J301 DELPHI T & I KETTERING																		

Purchasing Contact: Simmons, Cheri Phone: 248-655-0723 Fax: 248-655-8350	Contact Address: Delphi Harrison Thermal Systems 200 UPPER MOUNTAIN ROAD, LOCKPORT NY 14094
Date and Time Printed: 01-Oct-2005 10:34:54	

SENSUS PRECISION DIE CASTING INC  
 232 HOPKINSVILLE RD  
 RUSSELLVILLE KY 42276

### Requirements Contract

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jun-2004	30-Jun-2004	USD	2,902.00	1,000	PC
01-Jul-2004	31-Jul-2004	USD	3,025.00	1,000	PC
01-Aug-2004	31-Aug-2004	USD	2,950.00	1,000	PC
01-Sep-2004	30-Sep-2004	USD	2,944.00	1,000	PC
01-Oct-2004	31-Oct-2004	USD	2,937.00	1,000	PC
01-Nov-2004	30-Nov-2004	USD	2,852.00	1,000	PC
01-Dec-2004	31-Dec-2004	USD	2,872.00	1,000	PC
01-Jan-2005	31-Jan-2005	USD	2,880.00	1,000	PC
01-Feb-2005	28-Feb-2005	USD	2,884.00	1,000	PC
01-Mar-2005	31-Mar-2005	USD	2,851.00	1,000	PC
01-Apr-2005	30-Apr-2005	USD	2,885.00	1,000	PC
01-May-2005	31-May-2005	USD	2,908.00	1,000	PC
01-Jun-2005	30-Jun-2005	USD	2,878.00	1,000	PC
01-Jul-2005	31-Aug-2005	USD	2,736.00	1,000	PC
01-Sep-2005	30-Sep-2005	USD	2,803.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,889.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 6559749 J301 DELPHI T & I KETTERING  
 Head-Rear, Casting  
 OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,056.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,137.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 6559814 J301 DELPHI T & I KETTERING  
 Head-Rear, Casting  
 OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,056.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,138.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 6559827 J301 DELPHI T & I KETTERING  
 Head-Rear, Casting  
 OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,574.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,657.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 6559857 J301 DELPHI T & I KETTERING  
 Head-Rear, Casting

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,245.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,332.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 6559878 J301 DELPHI T & I KETTERING  
Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,400.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,498.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 6559896 J301 DELPHI T & I KETTERING  
Head-Rear, Casting

SEPTEMBER 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	31-Dec-2006	USD	2,935.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 6560424 J301 DELPHI T & I KETTERING  
Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,419.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,508.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 6561787 J301 DELPHI T & I KETTERING  
Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	5,630.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	5,739.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 6561789 J301 DELPHI T & I KETTERING  
Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

**DELPHI**

Harrison Thermal Systems

Page 4 of 7

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

### Requirements Contract

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,587.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 6561791 J301 DELPHI T & I KETTERING

Head-Front, Casting

SEPTEMBER 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	31-Dec-2006	USD	2,822.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 6561801 J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,962.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,977.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 6561805 J301 DELPHI T & I KETTERING

Head-Front, Casting

\*\*\*\*\*  
\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

\*\*\*\*\*

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI

**DELPHI**

Harrison Thermal Systems

Page 5 of 7

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

\*\*\*\*\*

\*\*\*\*\*

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,962.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,986.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

### Notes:

\*\*\*\*\*

\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

\*\*\*\*\*

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities,

SENSUS PRECISION DIE CASTING INC  
 232 HOPKINSVILLE RD  
 RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

### Notes Continued:

please contact the appropriate Delphi's Buyer.

\*\*\*\*\*

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

\*\*\*\*\*

\*\*\*\*\*

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

\*\*\*\*\*

\*\*\*\*\*

**Non-Ferrous Metal Price - Cost Adjustment:**  
 The price(s) for goods shall be subject to increase or decrease, as the case may be, to reflect periodic changes in the price/cost of non-ferrous metals. Such adjustments shall be in accordance with the procedures set forth below:

1. **PART WEIGHT** - The part weight for purposes of metal price adjustment shall be the aluminum weight of the casting shipped to Buyer. The aluminum casting

**DELPHI**

Pg 8 of 8

Harrison Thermal Systems

Page 7 of 7

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

**Requirements Contract**

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes Continued:**

weight is the "POURED" or "AS CAST" weight LESS the weight(s) of inserts, gates, sprues, risers, flash and runners, paint and coatings. If purchasing a machined part, the weight of any borings shall likewise be deducted.

2. ALUMINUM BASE METAL COST (NEW/ORIGINAL PART AWARD ONLY) - Aluminum base metal price x part weight = base cost of aluminum  
METALS WEEK PRICE X PRICE WEIGHT = BASE METAL COST

3. ALUMINUM PRICE ADJUSTMENT AGREEMENT LANGUAGE - Adjustments to the selling price will be made every other month (6 times/year) as determined by the change in the average of the published prices (midpoint) in "Metals Week," under "Daily Prices," during first ten (10) calendar days of the month prior to the two month price effective period.

AVERAGE OF FIRST 10 ADJUSTMENT CALENDAR DAYS OF:

EFFECTIVE DATE

JANUARY 1 FEBRUARY

MARCH 1 APRIL

MAY 1 JUNE

JULY 1 AUGUST

SEPTEMBER 1 OCTOBER

NOVEMBER 1 DECEMBER

4. ALUMINUM PRICE ADJUSTMENT BAROMETER CALCULATION:

NEW MW PRICE - PREVIOUS MW PRICE = MW PRICE CHANGE;

MW PRICE X PART WEIGHT = CASTING PRICE CHANGE;

PREV CASTING + CASTING PRICE CHANGE = NEW CASTING PRICE

5. DROSS/MELT LOSS FACTORS:

Dross is defined as the residue that floats to the surface as cold secondary aluminum is melted to liquid state for casting purposes. Dross and melt loss are considered costs of doing business and, therefore, no adjustments shall be allowed to account for dross or melt loss in the calculation of metal prices.

\*\*\*\*\*

Metal prices will be adjusted monthly based on the average LME NASAAC cash seller and settlement price +\$.04965/lb. (380/383 alloy adjustment factor) two months prior to shipment, i.e. prices for July 2003 based on the May average, prices for August, 2003 based on June, 2003 average, etc. The metal value price per piece is determined by the net weight of piece x this average price per pound.

Metal pricing change eff. 5/1/05 & Clause added

\*\*\*\*\*